

Vinton-Shellsburg CSD

Vinton-Shellsburg EA

7/1/2006 6/30/2007

Collective Bargaining Agreement

By and Between

Board of Directors of the
Vinton-Shellsburg Community School District

And the
Vinton-Shellsburg Education Association

2006-2007



WHERE CHARACTER COUNTS!

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PREAMBLE

This Collective Bargaining Agreement made and entered into this 2nd day of May, 2006, pursuant to the provisions of Chapter 20 of the Code of Iowa (1995), commonly known and referred to as The Public Employment Relations Act, by and between the Vinton-Shellsburg Community School District (hereinafter referred to as "District"), and the Vinton-Shellsburg Education Association (hereinafter referred to as "Association"), for and in consideration of the mutual covenants and agreements herein contained as follows:

Article 1. RECOGNITION

The Vinton-Shellsburg Community School District, hereinafter referred to as the "District," recognizes the Vinton-Shellsburg Education Association, hereinafter referred to as the "Association", as the exclusive collection bargaining representative for District employees included in the stipulated bargaining unit approved by the Public Employment Relations Board in case number 320 dated October 1, 1975, and as amended in case number 3076 dated January 9, 1986, to-wit:

Included: All full-time and regular part-time professional personnel, including, but not limited to, classroom teachers, librarians, guidance counselors, nurses, department heads and section leaders.

Excluded: Administrators, and instructional services director, activity coordinator, teacher aides, teacher associates, and all other paraprofessionals who work with teachers as clerks or aides; custodians, bus drivers, and bus mechanics and mechanics' helpers, summer driver education staff, secretaries, cooks and cooks' helpers, all those excluded by Section 4 of the Act.

Article 2. PUBLIC EMPLOYER RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the school district by law are retained by the District. Provided that none of the clauses in this agreement in any way abrogate or diminish the above-mentioned rights and authority of the District, the District shall not exercise its rights so as to violate any of the specific provisions of this agreement.

Article 3. PUBLIC EMPLOYEE AND ASSOCIATION RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Use of Facilities

The employee and association shall have the right to make use of school buildings and facilities at reasonable times and upon approval for meetings.

C. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the employee mailboxes for communications to employees.

D. Access to Members

Duly authorized representatives of the Association and affiliates shall be permitted to transact official Association business with a teacher on school property at reasonable times when the teacher is not actively involved with students. Teachers may be permitted to leave the building at reasonable times and with permission of the principal, which permission shall not be unreasonably withheld.

E. Keys

All employees shall be given keys to the lounge, work area and interior hallway gates of their base school, and upon request and subject to reasonable regulation shall be provided a key or other means of access to the outside door in their area of the building.

F. Board Agenda

The Association President shall be provided a copy of the Agenda for a Regular Board Meeting when it is made available to Board Members.

G. Release Time

1. Teachers may be dismissed once a month at 3:30 p.m. to attend Association meetings.
2. Whenever any representative of the Association or any employee is required to participate during normal school hours in negotiations or grievance proceedings, s/he shall suffer no loss in pay or other benefits.

Article 4. TEACHER CONTRACT YEAR

The teacher regular contract year shall be 188 school workdays, which shall include days when pupils are in attendance, in-service days and other contract days. Teachers new to the District shall have a total of 189 school workdays.

Article 5. EMPLOYEE HOURS

A. Workday

The workday shall commence at 8:00 a.m. and end at 4:00 p.m., subject, however, to additional time which may be necessary for open house, parent-teacher meetings and conferences and other activities mutually agreed upon. The commencing and ending times of the workday may be altered by mutual agreement of the administration and the building teaching staff. Employees shall be permitted to leave at 3:45 p.m. on Friday. On days immediately preceding holidays and vacations or days when an employee must serve an extra curricular duty during the evening hours, employees may leave ten minutes following the dismissal of classes and buses. On days of announced late starts due to inclement weather, the workday shall begin 30 minutes before the announced beginning of school.

B. Lunch Period

1. Employees shall have a daily, uninterrupted duty-free lunch period of at least thirty- (30) minutes.
2. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods, and with permission from the building principal or designee during their preparation time.

C. Preparation Time

1. A minimum of 4 hours preparation time will be provided for each teacher for each six-day cycle in a minimum of 30-minute blocks. Each day will include at least one 30-minute block. Preparation periods are to be used for pupils and/or parent conferences, lesson preparation, or any other relevant instructional effort in the building.

Article 6. STAFF REDUCTION PROCEDURES

A. Coverage

All employees under this Agreement are covered.

B. Termination

When one or more employees are to be terminated due to staff reduction, those employees with emergency or temporary certification/licensure shall be terminated first. Fully certified/licensed employees shall be terminated next according to seniority. In those situations where seniority cannot be determined by date of employment, decision shall be made by the employer or its designee.

The foregoing staff reduction procedures shall be within:

1. K-6 Regular Classroom.
2. By Department in 7-12,
3. K-12 in physical education, music, art, special education, guidance, nursing, media, Title I, and Reading Recovery.

C. Notification

The Administration shall provide written notice to each employee to be terminated by the reduction on or before April 30.

D. Transfer Rights

Upon receipt of written notice of staff reduction, a teacher shall have the right to transfer to a different staff reduction classification and replace the least senior person in that classification, as defined in Paragraph B above, provided the teacher:

1. has certification within the new classification; and
2. has experience within the new classification of at least one year within the district; and
3. has an evaluation rating of satisfactory for the most recent year of experience within the new classification.

The right to transfer must be exercised by the teacher in writing within seven days of the receipt of the notice of staff reduction, or will be deemed waived.

E. Recall

Any teacher who has his/her contract terminated under this policy will have recall rights to a position for which s/he is qualified for a period of one year from his/her date of termination, and shall be recalled to that position in reverse order of termination. The administration shall give written notice of the recall opportunity to the teacher by certified mail return receipt. Acceptance by the teacher must be made in writing within five days of receipt of notice. Failure to accept the offer of recall in the manner specified above shall result in forfeiture of further recall rights.

F. Benefits

Staff members on staff reduction leave shall be given priority as substitute teachers. Educational advancement accrued while on staff reduction leave will be considered in the placement on the salary schedule upon re-employment.

G. Seniority

Seniority shall be defined as the length of employment in the District, including years of experience brought into the District through reorganization.

H. Re-employment Tenure

Any teacher re-employed following staff reduction termination shall be re-employed if rehired within two (2) years of termination date with the same tenure status at the time of termination due to staff reduction.

Article 7. TRANSFER PROCEDURES

A. Definition

The movement of an employee to a different grade level, department or building shall be considered a transfer.

B. Voluntary Transfer Procedure

1. The Superintendent shall deliver to the Association and post in all school buildings a list of the vacancies, which occur during the school year and for the following school year upon knowledge of vacancies.
2. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 for the second semester.
3. Due consideration shall be given an employee's transfer request.

C. INVOLUNTARY TRANSFERS

1. Notice. Notice of involuntary transfer shall be given in writing to the employee as soon as possible after circumstances necessitate the transfer.
2. Meeting. Upon written request filed within five (5) days after receipt of said notice, the employee and the employee's representative shall be entitled to have a conference to discuss the transfer with the Principal or Superintendent initiating the transfer. Such conference shall take place before the effective date of the transfer.

D. The transfer of an employee is a responsibility of the employer or its designee. Involuntary transfer shall not be made for arbitrary or capricious reasons.

Article 8. GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance.** A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.
2. **Aggrieved Person.** An “aggrieved person” is the person or persons or the Association making the complaint.
3. **Party in Interest.** A “party in interest” is the person or persons making the complaint and any person, including the Association or the District, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees under the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. **Time Limits.** The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. **Year-end Grievance.** In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be exhausted prior to the end of the school year, or within a maximum of 30 days thereafter.
3. **Level One - Principal or Immediate Supervisor (Informal).** An employee with a grievance shall first meet and discuss it with his/her principal or immediate supervisor, with the objective of resolving the matter informally.
4. **Level Two - Principal (Formal).** If, as a result of the informal discussion with the principal or immediate supervisor at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure. Notice to the principal of invoking the procedure must be given within twenty (20) school days of knowledge of the basis of the alleged grievance. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee. The written notice shall be dated, signed by the aggrieved person, state the nature and date of the occurrence giving rise to the grievance, and shall specify the clause or clauses in the contract upon which the grievance is based and the remedy requested.

The appropriate principal or immediate supervisor shall indicate his/her position of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association and the aggrieved person.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, then a written request for Level Three proceedings shall be filed by the aggrieved person or the Association with the Superintendent within five (5) school days.

5. Level Three - Superintendent. Within ten (10) school days of the filing of the request for Level Three proceedings, the Superintendent or his/her designee shall meet with the aggrieved person and Association and, thereafter, enter a written decision within said time limit, indicating the disposition of the grievance. A copy of the decision shall be furnished to the Association and the aggrieved person.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, then a written request for Level Four Arbitration proceedings shall be filed by the aggrieved person or the Association with the Superintendent within five (5) school days.

6. Level Four - Arbitration.

- a. Within ten (10) school days of the filing of the request for Level Four Arbitration proceedings, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Superintendent and the Association and hold hearings and render a decision promptly. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall be without power or authority to make any decision, which requires the commission of an act, prohibited by law, or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Superintendent, the Association and the aggrieved person and shall be final and binding on the parties.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest, and shall have the right to grieve any adjustment of the employee's complaint, if such adjustment is inconsistent or contrary to the provisions of this Agreement.
2. Released Time. With approval of the Principal, which shall not be unreasonably withheld, the aggrieved persons or one Association representative may meet for a grievance hearing during the workday, and said aggrieved person and representative shall be released without loss of compensation.

E. Miscellaneous

1. Written Decisions. Decisions rendered at Levels Two through Three of the grievance procedure shall be in writing and mailed promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth for arbitration.
2. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest and their designated or selected representatives, heretofore referred to in this Article.
3. Reprisal. No teacher shall be transferred, given an extra travel assignment, held at a current salary step or given additional extra duties by reason of having filed a grievance.

Article 9. EMPLOYEE EVALUATION PROCEDURES

A. Observation

Full-time teachers, new to the teaching profession, shall be observed in the classroom for the purpose of the formal evaluation at least three (3) times each year during the first two (2) years of employment in the District. Full-time teachers, with previous teaching experience, shall be evaluated two (2) times each year of their probationary period and at least once every three (3) years thereafter. Two (2) formal observations for beginning teachers must be completed prior to February 1. The third observation must be completed by March 30. The classroom observation for formal evaluation of all other teachers shall be completed by March 30 of the year of evaluation.

All observation for formal evaluations shall be conducted openly and with full knowledge of the teacher. Observation for the purpose of formal evaluation will be at least twenty (20) minutes in length.

B. Evaluation Criteria

Teachers shall be evaluated on the basis of skill, ability, experience, competence, performance and professional conduct.

C. Written Evaluation

Formal evaluation shall be reduced to writing and the teacher shall be given a copy of same within ten (10) school days following the last observation.

D. Conference

The teacher shall, within ten (10) school days of receipt of the written formal evaluation, have a personal conference with the evaluator to discuss the evaluation. The teacher shall have the right to submit a written answer to the evaluation, which shall be attached to the file copy of the written evaluation in question.

E. Evaluation Form

1. The form prescribed by the District for use in the formal evaluation shall be explained to the teacher within two (2) weeks after the beginning of each school year by the Superintendent or his/her designee. For teachers hired after the beginning of the school year, the form shall be explained within two (2) weeks after commencement of employment.

2. The evaluation form shall provide for classification of a teacher as: satisfactory, conditional or unsatisfactory. Additionally, a teacher may be classified as probationary pursuant to Iowa Code 279.19.

F. Professional Growth Plan Option

A Plan for Professional Growth may be substituted for the above evaluation form and procedures whenever mutually agreed to by the employee and the building administrator. The Plan for Professional Growth may be established at the summary conference or at a later date. The administrator and the employee should jointly determine the areas for employee growth. Objectives and activities for attaining this growth should be developed as well as some method of assessing the attainment of this growth. The principal and employee should both sign the Plan for Professional Growth indicating their knowledge of the objectives and activities described therein.

G. Other Evaluations

This Article deals with the formal evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of teachers by any other means deemed appropriate by the administration of the School District. Any written materials relative to other evaluations that become part of the teacher's personnel file shall be called to the attention of the teacher in writing within ten (10) school days of its inclusion in the teacher's personnel file. The teacher shall have the right to add written response to such material. Written materials contained in administrative files relating to teacher evaluations or observations shall be transferred to the teacher's personnel file or purged by the administrator no later than the end of a year in which the teacher has been formally evaluated.

H. Grievance

Failure of the employer to follow the evaluation methods and procedures set forth in this Article shall be subject to the grievance procedure. The substance of an evaluation may be challenged in the grievance procedure if unfair, inaccurate or unjust, and if the evaluation resulted in a classification rating of unsatisfactory. No substantive grievance may be maintained, however, by a probationary employee.

If the Association or any employee files any claim or complaint in any form other than under the grievance procedure, then the employer shall not be required to process the same claim or set of facts through the grievance procedure.

Article 10. LEAVES

A. Sick Leave

1. Employees shall be granted leave of absence for medically related disability as follows:

First year of employment in Vinton-Shellsburg Community School District	--15 days
Second year of employment in Vinton-Shellsburg Community School District	--15 days
Third year of employment in Vinton-Shellsburg Community School District	--20 days
Each year of employment in Vinton-Shellsburg Comm. School Dist. thereafter	--20 days

2. Each employee may accumulate unused sick leave days from year to year up to a maximum of 188 days per employee. The right to accumulate sick leave days shall apply only during consecutive years of actual service to the Vinton-Shellsburg Community School District. Under no circumstances shall the District be required to grant more than 188 consecutive sick leave days to any employee except as provided under Article 10 Subsection 3 - Personal Leave.
3. The School District, or its designee, shall require in each instance such reasonable evidence as it may desire confirming the necessity for such leave of absence.
4. Any amounts due an employee pursuant to these sick leave provisions shall be reduced by benefits payable under Sections 85.33 and 85.34 (1), Code of Iowa (1977), as presently existing or as may be amended by the Iowa Legislature.

B. Other Leave

1. Absence Due to Death or Critical Illness in Immediate Family.

Four (4) days' absence shall be allowed for a death or critical illness in the immediate family without loss of salary. One (1) day absence per year shall be allowed for the death of a relative or friend not considered a member of the immediate family. The immediate family shall be defined as follows: Wife, husband, sons, daughters, brothers, sisters, mother, mother-in-law, father, father-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, grandparents, grandchildren, grandparents of spouse, and step-relation in each of the foregoing designations. In case there is another relative or friend living in the immediate household to be considered immediate family, this information must be filed in the Superintendent's office at the beginning of the school year.

2. Jury Duty

Any employee called for jury duty during school hours, or who is required by subpoena to appear in any judicial or administrative proceeding or arbitration matter, shall be provided time. Any fees or remuneration the employee receives during such leave shall be turned over to the Vinton-Shellsburg Community School System.

3. Personal Leave

All personnel shall be granted at full pay two days of personal leave each year. Unused days may accumulate to no more than 3 days. Unused days beyond the 3 days shall be added to accumulated sick leave. One-day notice shall be given to the Principal before taking personal leave, except in an emergency. For the purpose of this article, an "emergency" is defined as a situation which occurs less than 24 hours before the request and over which the employee has no control. Personal leave shall not be taken on an in-service day or immediately prior to or after vacation or during the first two weeks or last three weeks of school, except in an emergency. The District, or its designee, reserves the right to refuse to allow the employees such personal leave on the date requested, in the event such leave is deemed to be a serious detriment to the educational program.

C. Professional Leave Time

Professional leave time may be granted without loss of pay with prior approval of the Principal and concurrence of the Superintendent.

D. Association Leave

The duly designated representatives of the Association shall be entitled to up to six (6) days leave per year (cumulative for all representatives) to attend Association meetings on an area, state or national level, without personal loss of compensation from the District. However, the Association shall reimburse the District in an amount equal to the cost of a substitute for each day of its representative's absence.

E. Absence Without Leave

Pay will be deducted on the basis of 1/188th of the base salary for an absence not provided for and duly authorized pursuant to this Article.

F. Extended Leave

Extended leaves of absence without pay may be granted in writing by the Superintendent.

Article 11. HEALTH PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. The employer shall provide up to \$70.00 toward the cost for each such physical. Such evidence shall be limited to a statement from a licensed physician of the employee's choice on a form to be provided by the District.

B. Optional Medical Examination

In addition to the above, the District may require at any time any employee to provide satisfactory examination results of physical, emotional or mental fitness to perform duties assigned. Such examination shall be performed by a licensed physician or specialist selected by the District and the expenses thereof shall be borne by the District.

Article 12. DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction for professional dues. The form of the assignment shall be set forth in Schedule D.

B. Regular Deduction

Pursuant to a deduction authorization, the District shall deduct 1/20th of the total dues from the regular salary check of the employee over twenty consecutive payroll periods, or 1/4 over four consecutive payroll periods, or 1/10th over ten consecutive payroll periods commencing in October of each year and ending no later than the second payroll in July of each year. Proper notification of dues deductions must be filed with the Central Administrative Office by the 20th day of September each year. Dues collected by the district shall be paid to the VSEA treasurer each payroll period.

C. Hold Harmless

The Association agrees to indemnify and hold harmless the District, each individual board member, and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the provisions in this Article.

Article 13. INSURANCE

A. Types of Insurance

This Article shall apply to all full-time employees within the bargaining unit defined as those employees working thirty (30) hours or more per week, including assigned regular and supplemental duties. The hours worked in the performance of supplemental duties per week shall be determined by multiplying the percentage set forth in Schedule B for such duties times 40 hours. Part-time employees of 20 to 29 hours per week may be eligible to participate as provided below.

The District agrees to pay and/or provide the following types of insurance protection.

1. Health and Major Medical. Subject to acceptance by the insurance carrier, each full-time employee, as described in the Bargaining Unit, may elect to participate or not to participate in one of the health and major medical insurance plans offered by the school district. The District, however, reserves the right to require participation, in lieu of cash payment, in the event the carrier's minimum participation rules would not otherwise be satisfied. An employee may elect not to participate only upon his/her attestation that he/she is currently insured elsewhere by comparable coverage and upon the agreement that he/she shall hold harmless the school district from any liability arising out of the decision not to participate.
2. Life Insurance. Subject to acceptance by the insurance carrier, each full-time employee, as described in the Bargaining Unit, shall be governed by a \$35,000 term group life insurance program provided in whole or in part by the District.
3. Long Term Disability Insurance. Subject to acceptance by the insurance carrier, each full-time employee as described in the bargaining unit shall be covered by a group long-term disability insurance program provided in whole or in part by the District.

B. Payment of Premiums

The District's responsibility for payment of premiums for the insurance policies provided for and described in Paragraph A shall be limited as hereafter provided:

1. Health and Major Medical. The District shall pay **\$447.00** per month to each full-time employee in the form of premiums for health and major medical insurance coverage and/or a cash payment as determined by the cost of the insurance and the participation election of the employee.

Part-time employees working 20 to 29 hours per week shall have the opportunity to obtain single and dependent coverage within the group insurance plan at the expense of the employee. The District shall make no contribution towards the cost of such coverage for part-time employees.

2. Life Insurance. The District shall pay the full premiums for providing each full-time employee coverage under a \$35,000 term group life insurance program.
3. Long Term Disability. The District shall pay the full premiums for providing each full-time employee coverage under a group long-term disability insurance program.

C. Coverage

1. The District provided and purchased program shall be effective for twelve (12) consecutive months, corresponding to the contract year.
2. Coverage for an employee who resigns or whose employment contract is terminated prior to the end of the contract year shall cease upon the date of resignation or termination. The District shall have no responsibility for payment of premiums beyond said date.
3. The District shall provide employees beyond the age of 64, coverage for health and major medical insurance in accordance with the provisions above. Benefits, however, shall be subject to coordination of benefits provision in the insurance program.
4. The selection of the insurance carriers shall be the responsibility of the District.

D. Continuation

Employees on non-paid leave for thirty (30) days or longer shall have the option to continue the District provided insurance coverage until the end of the contract year by paying all premiums themselves to the District, or its designee, within thirty (30) days prior to the billing date, subject to the policy of the insurance carriers.

E. Section 125 Plan

Full-time employees and part-time employees working 20 to 29 hours per week shall have the opportunity to participate in an insurance plan under Internal Revenue Code Section 125 for pretax payment of health and major medical insurance premiums and un-reimbursed medical expenses, long-term disability and day/family care. The District shall pay one-half of the monthly service charge for the administration of said plan for full-time and part-time employees, with the employee paying the remainder. The cost of all other expenses, premiums and contributions pursuant to the plan shall be paid by the employee, except as otherwise specifically provided herein.

Article 14. WAGES AND SALARIES

A. Schedule

The salary of each employee shall be computed from the regular salary schedule as set forth in Schedule A, which is attached hereto.

All nurses with a BS degree will be paid 90% of the appropriate lane and step on the salary schedule. Nurses not holding a BS degree will be paid 80% of the appropriate lane and step.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement.
2. Experience. Incoming teachers shall be given up to ten (10) year's credit on the schedule for experience outside the Vinton-Shellsburg School System. Credit for experience must have been received within the ten-year period immediately prior to employment in the Vinton-Shellsburg School System. Unlimited credit may be given for experience within the Vinton-Shellsburg School System. Fractional years' experience will not be counted, except where a teacher has taught at least 135 days. Notwithstanding the above, in appropriate circumstances, the District in its discretion may grant additional credit on the salary schedule for experience in excess of ten years.

C. Advancement on Salary Schedule

1. Increments. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in Vinton-Shellsburg School District for ninety (90) consecutive teaching days or more in one school year.
2. Educational Lanes. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, s/he shall file suitable evidence of additional educational credit with the Superintendent by September 15.

D. Method of Payment

1. Pay Periods. The method of payment for the regular salary schedule shall be 26 payments on alternating Thursdays. Employees shall receive their checks at their regular building and on regular school days, unless otherwise designated by the teacher.
2. Exceptions. When a pay date falls on or during a school holiday vacation, employees shall receive their paychecks on the last previous workday.
3. Summer Checks. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee or picked up at the Central Office.
4. Final Payment. Employees terminating employment with the district shall have the option of receiving the balance of accrued salary on the next pay period following the date of termination.
5. Direct Deposit. Employees may elect to have paychecks directly deposited to their financial institution.

E. Phase I, Phase II and Phase III Funding

1. Phase I and Phase II.
Phase I and Phase II funding is included within and shall be distributed as a part of Salary Schedule A and the employer's required payments for FICA and IPERS.
2. Phase III.
Phase III monies approved for distribution by the Department of Education shall be distributed in accordance with the terms of the approved plan. The portions of the proposed plans that are within the scope of negotiations specified in Iowa Code Section 20.9 are subject to the collective bargaining provisions of Iowa Code Chapter 20 and are incorporated by reference herein.

3. Change of Law or Funding.

Salary Schedule A and the provisions with respect to Phase I, II, and III funding as set forth in this contract are strictly dependent upon receipt of anticipated funding under the Phase I, II, and III programs of Iowa Code Chapter 294A. Should monies not be received in the amounts anticipated as of the date of this agreement, then Salary Schedule A and Phase III distributions shall be adjusted accordingly to account fully for the loss of funding.

F. Compensation for Extra Classroom Duties

In the event a teacher is required to take responsibility for a classroom during preparation time or take responsibility for an additional classroom due to the unavailability of a substitute, the teacher shall be compensated for said additional duties at the substitute rate of pay prorated on the basis of an eight-hour day.

G. Mentoring

If the State requires and provides funding for mentoring for first and second year teachers, then the District will compensate mentors at the rate of \$500.00 per semester. The mentoring program, and the wage associated with that program, is based upon the State's continued funding and support of the program. If State funding or support is withdrawn, the District will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

Article 15. SUPPLEMENTAL PAY

A. Extra-curricular Activities

1. Approved Activities. The activities listed in Schedule B are the official school-sponsored activities.
2. Rate of Pay. Employees who conduct extra-curricular activities, which extend beyond the regular school day shall be compensated according to the rate of pay in Schedule B.
3. Professional Meetings. Teachers will be reimbursed for travel at a rate equal to the current maximum state guidelines for mileage and reasonable expenses for meals and lodging, when they attend professional meetings directly related to their fields of instruction. Advance approval must be received from the superintendent for all such meetings and trips.
4. Supervision of Student Teachers. The college or university placing student teachers shall provide payment to the cooperating employer, or his designee, in one of the following forms:
 - a. direct full payment.
 - b. comparable tuition allowance.

Article 16. FINALITY AND EFFECT OF AGREEMENT

- A. This Agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- B. The School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though

such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. Compliance Between Individual Contracts and Comprehensive Agreement

Any individual contract between the District and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. Each individual employee contract when tendered to the employee shall be signed by the President of the Board and shall incorporate by written reference the terms and provisions of this Agreement.

Article 17. COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, and the District and the Association shall enter into immediate negotiations to replace said provisions. All other provisions or applications shall continue in full force and effect.

B. Printing

Copies of this Agreement shall be printed at the expense of the District after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the District, and the District shall provide the Association with thirty (30) additional copies.

C. Notice

Whenever any notice is required to be given by the Association to the District, pursuant to the provisions of the Agreement, it shall be by letter to the Superintendent of Schools at his/her office. A required notice from the District to the Association, pursuant to the provisions of this Agreement, shall be by letter to the President of the Association at his or her home.

D. Duration

This agreement shall be in effect for a one-year period from July 1, 2006, through June 30, 2007.

E. Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, all on the 2nd day of May 2006.

VINTON-SHELLSBURG
EDUCATION ASSOCIATION

By: _____

Attest:

By: _____
Chief Negotiator

VINTON-SHELLSBURG COMMUNITY
SCHOOL DISTRICT

By: _____

Attest:

By: _____
Chief Negotiator

**TENTATIVE AGREEMENT
VINTON-SHELLSBURG COMMUNITY SCHOOL DISTRICT
MODIFICATIONS TO COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT made this 2nd day of May, 2006, by and between negotiation representatives of the Vinton-Shellsburg Community School District and the Vinton-Shellsburg Education Association for provisions of a Collective Bargaining Agreement; and pursuant thereto, the terms of the present Collective Bargaining Agreement are modified as follows:

PREAMBLE

This Collective Bargaining Agreement made and entered into this 2nd day of May, 2006, pursuant to the provisions of Chapter 20 of the Code of Iowa (2005), commonly known and referred to as The Public Employment Relations Act, by and between the Vinton-Shellsburg Community School District (hereinafter referred to as "District"), and the Vinton-Shellsburg Education Association (hereinafter referred to as "Association"), for and in consideration of the mutual covenants and agreements herein contained as follows:

Article 13. INSURANCE

B. Payment of Premiums

1. Health and Major Medical. The District shall pay \$447.00 per month...

Article 17. COMPLIANCE CLAUSES AND DURATION

D. Duration

This agreement shall be in effect for a one-year period from July 1, 2006, through June 30, 2007.

SALARY SCHEDULE A

Increase BA base to \$26,397.00.


Cost of settlement: \$274,353.00

Total package increase: 4.28%

VINTON-SHELLSBURG COMMUNITY SCHOOL DISTRICT

By: 
Mark Mossman, Chief Negotiator

VINTON-SHELLSBURG EDUCATION ASSOCIATION

By: 
Scott Garwood, Chief Negotiator

SCHEDULE A

2006-2007 SALARY SCHEDULE

	CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI	
	B.A.		B.A.+12		B.A.+24		M.A.		M.A.+15		M.A. +30	
26,397												
Beginning	26,397	1.00	27,189	1.03	27,981	1.06	29,565	1.12	30,621	1.16	31,676	1.20
Step 1	27,453	1.04	28,245	1.07	29,037	1.10	30,621	1.16	31,676	1.20	32,732	1.24
Step 2	28,509	1.08	29,301	1.11	30,093	1.14	31,676	1.20	32,732	1.24	33,788	1.28
Step 3	29,565	1.12	30,357	1.15	31,148	1.18	32,732	1.24	33,788	1.28	34,844	1.32
Step 4	30,621	1.16	31,412	1.19	32,204	1.22	33,788	1.28	34,844	1.32	35,900	1.36
Step 5	31,676	1.20	32,468	1.23	33,260	1.26	34,844	1.32	35,900	1.36	36,956	1.40
Step 6	32,732	1.24	33,524	1.27	34,316	1.30	35,900	1.36	36,956	1.40	38,012	1.44
Step 7	33,788	1.28	34,580	1.31	35,372	1.34	36,956	1.40	38,276	1.45	39,332	1.49
Step 8	34,844	1.32	35,636	1.35	36,428	1.38	38,012	1.44	39,332	1.49	40,651	1.54
Step 9	35,900	1.36	36,692	1.39	37,748	1.43	39,332	1.49	40,651	1.54	41,971	1.59
Step 10	36,956	1.40	38,012	1.44	39,068	1.48	40,651	1.54	41,971	1.59	43,291	1.64
Step 11	37,748	1.43	38,804	1.47	40,387	1.53	41,971	1.59	43,291	1.64	44,611	1.69
Step 12	38,540	1.46	39,596	1.50	41,179	1.56	43,291	1.64	44,611	1.69	45,931	1.74
Step 13			40,387	1.53	41,971	1.59	44,611	1.69	45,931	1.74	47,251	1.79
Step 14							45,931	1.74	47,251	1.79	48,570	1.84
Step 15							46,723	1.77	48,043	1.82	49,362	1.87
Step 16							47,515	1.80	48,834	1.85	50,154	1.90
Step 17							48,307	1.83	49,626	1.88	50,946	1.93
Step 18	38,890		40,737		42,321		48,657		49,976		51,296	
Step 21	39,240		41,087		42,671		49,007		50,326		51,646	
Step 25	39,590		41,437		43,021		49,357		50,676		51,996	

CAREER INCREMENT PROGRAM: Employees in all lanes of Salary Schedule A shall receive a \$350.00 increase in salary upon reaching Step 18 and again at Steps 21 and 25 of the Salary Schedule.

SCHEDULE B

SUPPLEMENTARY SALARY SCHEDULE

I. Athletic Supplementary Schedule:

A. Football

1.	Head Coach Varsity -	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 10 th Grade	9.0%
4.	Head Coach 9 th Grade	8.0%
5.	Head Coach 8 th Grade	6.0%
6.	Head Coach 7 th Grade	6.0%

B. Wrestling

1.	Head Coach Varsity	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 7 th & 8 th Grade	6.0%

C. Boys Basketball

1.	Head Coach Varsity	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 10 th Grade	9.0%
4.	Head Coach 9 th Grade	8.0%
5.	Head Coach 8 th Grade	6.0%
6.	Head Coach 7 th Grade	6.0%

D. Girls Basketball

1.	Head Coach Varsity	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 10 th Grade	9.0%
4.	Head Coach 9 th Grade	8.0%
5.	Head Coach 8 th Grade	6.0%
6.	Head Coach 7 th Grade	6.0%

E. Boys Track

1.	Head Coach Varsity	10.0%
2.	Assistant Coach Varsity	7.0%
3.	Head Coach 8 th Grade	6.0%
4.	Head Coach 7 th Grade	6.0%

F. Girls Track

1.	Head Coach Varsity	10.0%
2.	Assistant Coach Varsity	7.0%
3.	Head Coach 8 th Grade	6.0%
4.	Head Coach 7 th Grade	6.0%

G. Baseball

1.	Head Coach Varsity	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 10 th Grade	9.0%
4.	Head Coach 9 th Grade	8.0%

H. Softball

1.	Head Coach Varsity	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 10 th Grade	9.0%
4.	Head Coach 9 th Grade	8.0%
5.	Head Junior High Coach	6.0%

I. Volleyball

1.	Head Coach Varsity	12.0%
2.	Assistant Coach Varsity	9.0%
3.	Head Coach 10 th Grade	9.0%
4.	Head Coach 9 th Grade	8.0%
5.	Head Coach 8 th Grade	6.0%
6.	Head Coach 7 th Grade	6.0%

J. Swimming

1.	Boys Varsity Coach	9.0%
2.	Girls Varsity Coach	9.0%
3.	Assistant Coach, Varsity	6.0%

K. Golf

1.	Boys Varsity Coach	9.0%
2.	Girls Varsity Coach	9.0%
3.	Assistant Coach Varsity	6.0%

L. Cross Country Coach

1.	Boys and Girls Varsity Coach	9.0%
2.	Boys and Girls 7 th and 8 th Grade	6.0%

All assistant coaches (excluding varsity) shall receive 1% less than the head coach at said level in said sport. The hiring of assistant coaches shall be at the discretion of the school board as need and number of participant's warrant and as per board policy. All chaperones will be hired at 5% on an as needed basis at the discretion of the school board.

II. Other Activities - Supplemental Schedule

A. Activity Involved

1. Cheerleaders -----	10.0%
2. Assistant Cheerleader Coach -----	7.0%
3. Nat'l Honor Society -----	3.0%
4. Drill Team -----	10.0%
5. Speech -----	9.0%
6. Assistant Speech -----	6.0%
7. Drama Production -----	10.0%
8. High School Annual -----	7.5%
9. Junior-Senior Prom -----	4.5%
10. High School Vocal Music -----	11.0%
11. High School Inst. Music -----	12.0%
12. High School Inst. Music - Asst. -----	4.0%
13. Invention Convention -----	3.0%
14. Viking Voice -----	3.0%
15. Middle School Science Club -----	1.5%
16. Middle School Media -----	4.0%
17. Middle School Vocal Music -----	6.0%
18. Middle School Inst. Music -----	6.0%
19. Middle School Plays -----	3.5%
20. Middle School Photography -----	2.0%
21. Middle School Student Council -----	3.0%
22. One-Act Play -----	1.0%
23. High School Student Senate -----	3.0%
24. High School Ambassador Club -----	2.0%
25. Foreign Language Club -----	5.0%
26. Weight Lifting -----	10.0%
27. Mock Trial -----	2.0%
28. Quiz Bowl -----	1.5%
29. Science Club 4 th -5th Grade -----	1.5%
30. SADD Sponsor -----	2.0%
31. Math League -----	7.5%

III. General Supplementary Schedule

A. Areas

1. Department Heads - -----	\$250.00
2. Section Leaders -----	\$100.00
3. Shop Renovation and Upkeep -----	\$400.00
4. Travel in City (Multi-Building Assignments) -----	\$200.00
5. Teachers on extended contracts shall be reimbursed for additional days of service on a per diem basis computed from their base salary.	
6. Activity passes shall be issued to all full-time employees and their spouses.	

7. Curriculum Guides
 - a. New Curriculum for one semester courses -----\$250.00
 - b. New Curriculum for one-year course -----\$500.00

New curriculum guides to be written will have prior approval of the building principal and the Instructional Services Director. Payment will be made when guide is acceptable by the administration.

8. Required extra-curricular duties before or after the school workdays shall be assigned and distributed equally among the entire bargaining unit staff, except nurses. Such duties performed by an individual shall be paid at the rate of \$20.00 per activity. Assignment after the second activity shall be made on a volunteer basis. However, in the event there are an insufficient number of qualified volunteers, then duties shall be assigned and distributed equally as provided above.

IV. Explanatory Comments

- A. In the Athletic Supplementary Schedule and in Other Activities Supplementary Schedule, all percentages are to be figured on the number of years of experience in that activity at the B.A. class.
- B. Up to ten years of experience outside the Vinton-Shellsburg Community School District shall be allowed for placement on the Athletic and Other Activities Supplementary Schedule.
- C. The maximum number of years experience allowed, including experience outside the Vinton-Shellsburg School District, for Supplementary Activities will be thirteen (13) years. (Step 12)

SCHEDULE C
GRIEVANCE REPORT

Date Filed

_____ School District

_____ Building

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance * _____

D. Relief Sought * _____

Signature

Date

E. Decision by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Decision by Superintendent or Designee _____

Signature of Superintendent or Designee Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Decision and Award of Arbitrator _____

Signature of Arbitrator Date of Decision

SCHEDULE D

AUTHORIZATION FOR PAYROLL DEDUCTION

FOR EDUCATIONAL ASSOCIATION DUES

PLEASE NOTE: This Dues Deduction Authorization shall continue in effect from year to year unless revoked by SEPTEMBER 16 of the given year by written notice to the Vinton-Shellsburg Education Association.

I, _____
(First Name) (Initial) (Last Name)

request and authorize the District of Education of the Vinton-Shellsburg Community School District to deduct from my earnings in one of the following ways:

_____ **Four (4) Installments**
_____ **Ten (10) Installments**
_____ **Twenty (20) Installments**

for dues as authorized through the Vinton-Shellsburg Education Association totaling the amount of \$ _____ beginning with the first October pay period.

(Date)

(Signature)

_____ payments of _____
(To be filled in by Payroll Accounting Office)